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COMPANIES FORM No. 395

1022 42 / 494

Particulars of a mortgage or charge

395

CHFP019Please do not
write in
this margin**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of CompanyTo the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

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3305223

Name of company

* NEWCASTLE UNITED ENTERPRISES LIMITED

Date of creation of the charge

15 MARCH 2007

Description of the instrument (*if any*) creating or evidencing the charge (note 2)

DEED OF CHARGE OVER CREDIT BALANCES

Amount secured by the mortgage or charge

All monies now due or hereafter to become due or from time to time accruing due from the Company, Newcastle United PLC and Newcastle United Football Company Limited ("the Chargor") to Barclays Bank PLC ("the Bank") under the Facility Documents ("the Secured Sums")

Names and addresses of the mortgagees or persons entitled to the charge

BARCLAYS BANK PLC
1 CHURCHILL PLACE
LONDON E14 5HP

Presenter's name, address and
reference (*if any*):

REF. 185912-7648051
BARCLAYS BANK PLC
UK BANKING SERVICE CENTRE
P.O. BOX 299
BIRMINGHAM, B1 3PF

Time critical reference

For official use

Mortgage section

Post room

FRIDAY



A48 30/03/2007 360
COMPANIES HOUSE

The attached Schedule contains certain covenants by and restrictions on the Chargor which protect and further define the Charge and which must be read as forming part of the Security.

PLEASE SEE ATTACHED 2 CONTINUATION SHEETS

Particulars as to commission, allowance or discount (note 3)

FOR **BARCLAYS BANK PLC**

Signed



Date

29 MAR 2007

On behalf of [Company][mortgagee/xxxxxxx] †

MANAGER

Designation of position in relation to the company: **UK BANKING SERVICE CENTRE**

Please do not write in this margin

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his ;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,or any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet :
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Please complete
legibly,
preferably
in black type or
bold block
lettering

Particulars of a charge continued

Company number

3305223

Name of company

NEWCASTLE UNITED ENTERPRISES LIMITED

Short particulars of all the property mortgaged or charged

Definitions

'Facility Documents' means the Facility Letter and the Purchased Paper and/or every other agreement in connection therewith from time to time executed to secure all or any of the obligations of the Assignor to the Bank under the Facility Letter and the Purchased Papers.

'Facility Letter' means the discounted promissory note facility letter dated 14 June 2006 between the Chargor as amended on 20 June 2006 and on 22 June 2006 and on 14 November 2006.

The charge creates a fixed charge over all the "Deposit(s)" referred to in the schedule (including all or any part of the money payable pursuant to such Deposit(s) and the debts represented thereby), together with all interest from time to time accruing thereon.

It also creates an assignment by the Chargor, for the purposes of and to give effect to the security, over the right of the Chargor to require repayment of such Deposit(s) and interest thereon.

Schedule

Details of the Charged Deposit(s)

In the security the expression "Deposit(s)" is defined to mean all sums of money in any currency:

- (a) deposited or paid by the Chargor now or at any time after the date of the charge to the credit of the account(s) (if any) with the Bank specified below and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with the Bank for the deposit or holding of all or part of the money or interest subject to the security; and
- (b) deposited or paid by the Chargor with or to the Bank or held by the Bank on behalf of the Chargor (whether in an account or otherwise) now or at any time during the currency of the security, unless the Bank agrees in writing before such deposit or payment is made that it shall not be subject to the security (provided that this paragraph shall not extend to any money in any current account); and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraph(s).

CONTINUED

Please do not
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Continuation Sheet No: 2

Please complete
legibly,
preferably
in black type or
bold block
lettering

Particulars of a charge continued

Company number

3305223

Name of company

NEWCASTLE UNITED ENTERPRISES LIMITED

Short particulars of all the property mortgaged or charged (continuation)

DETAILS OF CHARGED ACCOUNT(S)

BARCLAYS BANK PLC RE NEWCASTLE UNITED PLC, NEWCASTLE UNITED FOOTBALL COMPANY LIMITED & NEWCASTLE UNITED ENTERPRISES LIMITED
CURRENT ACCOUNT NUMBER 43244504
SORT CODE 205942

Covenants and Restrictions

The Chargor has agreed, under clause 3 of the security, that during the currency of the security and notwithstanding any term (express or implied) pursuant to which any of the deposit(s) is or may be deposited with the Bank or paid to it or held by it, such deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Bank for repayment of such deposit(s) or for payment of interest thereon, unless the Bank shall first have agreed to release the security insofar as it concerns such deposit(s).

The chargor is prohibited under clause 6 of the security from assigning, transferring, charging or otherwise alienating, dealing with or encumbering any or all money or interest subject to the security or its right, title or interest therein, or agreeing so to do without the written consent of Barclays Bank PLC.

Save as provided in this clause, without prejudice to the Bank's other rights and as a separate and independent stipulation, the Chargor has agreed under clause 10 of the security that the Bank may at any time or times without notice to the Chargor combine or consolidate any or all sums of money (or part(s) thereof) now standing or after the date of the charge from time to time standing to its credit upon current account, deposit account or any other account (other than the Charged Account) or otherwise in whatever currency in any part of the world (whether opened with the Bank or opened by it on behalf of the Chargor with some third party and whether opened in the Chargor's name or in the Bank's name or otherwise) with all or such part of the Secured Sums as the Bank may determine (whether presently payable or not). Notwithstanding the foregoing the Bank shall not be entitled to exercise any rights of set-off, combination, lien, consolidation or other rights exercisable by the Bank against amounts standing to the credit of the Charged Accounts in respect of any liabilities or obligations owing by the Chargor to the Bank other than arising under or in connection with the Facility Documents.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03305223

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT DEED OF CHARGE OVER CREDIT BALANCES DATED THE 15th MARCH 2007 AND CREATED BY NEWCASTLE UNITED ENTERPRISES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd APRIL 2007.

Pangela
(B)



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES